

## **Exhibit B**

UNITED STATES DISTRICT COURT, THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

CYNTHIA APPLEBAUM et al, on behalf of herself  
and all others similarly situated,

Plaintiff,

vs.

MGM GRAND DETROIT, LLC,

Defendants.

Case No. No. 2:14-cv-13005-AC-MKM  
NOTICE OF PENDENCY OF CLASS ACTION  
AND PROPOSED SETTLEMENT  
AND HEARING DATE FOR FINAL  
APPROVAL OF SETTLEMENT

Judge: The Honorable Avern Cohn

ATTENTION: ANYONE WHO WORKED AUGUST 1, 2011 THROUGH APRIL 13, 2014 (**THE CLASS PERIOD**), FOR MGM GRAND DETROIT, LLC ("DEFENDANT"), AS A TABLE GAMES ASSISTANT FLOOR OR FLOOR SUPERVISOR (**THE COVERED POSITION**).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION CLAIMS. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHT TO A PAYMENT.

THE PURPOSE OF THIS NOTICE IS TO INFORM YOU OF THE TERMS OF THE PROPOSED SETTLEMENT IN THIS MATTER AND TO INFORM YOU OF YOUR RIGHTS AND OPTIONS IN CONNECTION WITH THE PROPOSED SETTLEMENT.

THIS NOTICE ADVISES THAT **IF YOU WISH TO BE PART OF THIS SETTLEMENT**, YOU NEED **DO NOTHING**.

HOWEVER, IF YOU WISH TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A REQUEST FOR EXCLUSION FORM (YELLOW FORM) WHICH MUST BE SUBMITTED ONLINE OR POSTMARKED ON OR BEFORE [INSERT DATE].

IF YOU SUBMIT AN EXCLUSION FORM AFTER [INSERT DATE], YOUR EXCLUSION FORM WILL BE REJECTED AND YOU WILL BE BOUND BY THE CLASS RELEASE AND ALL OTHER SETTLEMENT TERMS.

Pursuant to the Order of the United States District Court, Eastern District of Michigan entered on [INSERT DATE], YOU ARE HEREBY ADVISED: A settlement has been reached between the parties in the above-captioned lawsuit on behalf of all individuals who were employed during the Class Period in a Covered Position.

**1. WHY HAVE YOU RECEIVED THIS NOTICE?**

You have received this Notice because Defendant's records indicate that you were employed by Defendant at some time during the Class Period as a Table Games Assistant Floor or Floor Supervisor. This Notice is designed to advise you of this settlement and how you can be excluded from or object to this settlement.

## **2. HISTORY OF THE LITIGATION**

On August 1, 2014, Plaintiffs filed a collective action lawsuit on behalf of themselves and all individuals similarly situated, asserting that MGM Grand Detroit failed to compensate a class of similarly situated and typical employees the proper amount of wages and overtime pursuant to federal law. MGM Grand Detroit denies and has contested the allegations made in this case.

The total amount of the proposed Settlement is \$450,000 from which court will be asked to approve attorneys' fees and costs, enhancement payment to the Class Representatives, Class Members deposed in the matter, and Claims Administrator costs will be deducted, leaving a "Net Settlement Fund." Settlement awards will be paid out of the Net Settlement Fund to Class Members based on a formula that calculates a proportional amount of shifts worked during the Class Period.

The Court has granted preliminary approval to a Joint Stipulation of Settlement and Release, which has been signed by the parties.

## **3. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. Settlement Formula**

Settlement Awards will be paid to each individual who receives this form, submits a valid and timely Claim Consent and Release Form (white form), and decides not to exclude himself/herself from this settlement. Each such individual will receive a proportionate amount based on the percentage of shifts the person actually worked during the Class Period as compared with the total amount of shifts hours worked by the entire Class during that same period. You are estimated to have worked \_\_\_\_ shifts during that period. The value of each shift is estimated at \$ \_\_\_\_\_. This amount will increase if the Court declines to approve the enhancement payment to the Class Representatives and Class Members who were deposed in this matter.

### **B. Calculations To Be Based on MGM Grand Detroit Records.**

The amount payable to each Class Member will be calculated based on Defendant's records. Defendant's records will be presumed correct with respect to the number of shifts a Class Member worked during the Class Period in a Covered Position. A Class Member may challenge Defendant's calculations. If a Class Member wishes to provide documentation regarding the number of shifts worked during the Class Period, the Class Member should submit documentation in writing (i.e., shifts worked, pay stubs, resignation letter, W2's etc.) supporting his or her position to the Claims Administrator **within 30 days of receiving this Notice**. The Claims Administrator will review the information and check in against information provided by Defendant. If there is a difference between the Class Member's information and Defendant's information, the Claims Administrator will attempt to resolve the matter informally with the Parties, but if they cannot do so, the Claims Administrator will issue a non-appealable decision as to the amount of time allegedly worked by the Class Member in a Covered Position during the Class Period.

### **C. Release**

Upon final approval by the Court, the Settlement Class and each member of the Settlement Class who has not submitted a timely and valid Request for Exclusion Form, fully and finally releases and discharges MGM Grand Detroit, LLC, its present and former parent entities, subsidiaries, related or affiliated companies, shareholders, officers, directors, managers, members, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be jointly liable with MGM

Grand Detroit, LLC (the “Additional Releasees”) arising from any and all applicable local, state and federal law wage-and-hour claims (including, but not necessarily limited to, contractual or common law claims for unpaid minimum wages, straight time wages if greater than minimum wage, unpaid overtime, waiting time or waiting time penalty claims under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, and rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, arising during the Class Period, and/or which arose out of or could have arisen out of the facts alleged or that could have been alleged in this action (the “Released Claims”).

**D. Additional Enhancement Payments for the Class Representative and Class Members Who Were Deposed**

The Class Representatives Cynthia Applebaum, Warren Black, Anita Matlock, Patrick Ridgeway, and William Sly will receive an additional service payment in an amount to be set by the Court not to exceed \$7,500 each. Eleven others who appeared for deposition, but are not named plaintiffs in this lawsuit, shall receive \$5,000 each. Eighteen Class Participants who opted into the Lawsuit and responded to written discovery will receive \$3,500 each. Any payment approved by the Court is for each individual’s time and effort expended on behalf of the litigation effort as well as the individual’s willingness to accept the risk of paying a portion of Defendant’s costs in the event of an unsuccessful outcome.

**F. Attorneys’ Fees**

The attorneys for the class filed this action, have actively litigated the case and have brought it to resolution. They will request the Court award fees from the Settlement of \$\_\_\_\_\_ and also up to \$\_\_\_\_\_ to reimburse them for litigation costs that they have advanced. The Court will determine the appropriateness of the fees and costs.

**G. Support for the Settlement**

The Class Representatives, Class Counsel, and Defendant strongly support this Settlement. This issue has been fully investigated and litigated by Plaintiffs’ counsel. Even if a class could be certified, trial would be lengthy and have risks. Even if the class won at trial, damages might not exceed the amount of this settlement, and the judgment could be appealed, resulting in further lengthy delays.

**H. Claims Administrator**

The Claims Administrator will receive a payment for handling the claims administration for this case and its costs. It is estimated that the costs of claims administration should not exceed approximately \$7,500.

**4. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?**

**A. Excluding Yourself from the Settlement (YELLOW FORM)**

Any Class Member receiving this form who does **NOT** wish to participate in the Settlement may exclude themselves (i.e., “opt-out”) by completing the yellow Request for Exclusion Form. The Request for Exclusion Form must be signed, dated, completed, and returned by registered or certified mail to:

Applebaum v. MGM Grand Detroit, LLC  
c/o ADMINISTRATOR  
[INSERT ADDRESS]

The Request for Exclusion Form must be submitted online or postmarked no later than [INSERT DATE]. If you submit an Exclusion Form which is postmarked after [INSERT DATE], your Exclusion Form will be rejected, and you will be bound by the Release and all other Settlement Terms.

Persons who submit a Request for Exclusion may be contacted by either Class Counsel or Defense Counsel.

Any person who files a complete and timely Request for Exclusion Form shall, upon receipt by the Claims Administrator, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Any such person, at their own expense, may pursue individually any claims he/she may have against MGM Grand Detroit, LLC. If you wish to exclude yourself and wish to pursue an individual action, you should know there are time limits on your right to file any such individual action.

#### **B. Objection to Settlement**

You can object to the terms of the Settlement before final approval. If the Court rejects your objection, you will still be bound by the terms of the Settlement. To object to the Settlement, you must file a written objection and any notice of intention to appear at the final approval hearing currently set for [INSERT DATE], at [INSERT TIME] in Courtroom [INSERT COURTROOM], with the Clerk of the United States District Court, Eastern District of Michigan located at [INSERT ADDRESS] and send copies to the following via registered or certified mail:

**CLASS COUNSEL:**

Megan A. Bonanni  
Robert W. Palmer  
Pitt McGehee Palmer & Rivers, P.C.  
117 W. Fourth Street, Ste 200  
Royal Oaks, MI 48067

**DEFENDANT'S COUNSEL:**

Elayna J. Youchah  
Jackson Lewis LLP  
3800 Howard Hughes Pkwy, Suite 600  
Las Vegas, NV 89169

Any written objections must state specific reasons in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates of your employment with MGM Grand Detroit as a Table Games Assistant Floor or Floor Supervisor during the Class Period. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court and received by each of the above-listed attorneys no later than [INSERT DATE].

#### **DO NOT TELEPHONE THE COURT.**

If you choose to file an objection to the terms of this Settlement, you may enter an appearance in this case either with or without your own attorney. To do so, you must file an Entry of Appearance with the Clerk of the Court and deliver copies to each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and received by the above attorneys no later than [INSERT DATE]. You may continue as a Settlement Class Member either with or without your own attorney, but you will be solely responsible for the fees and costs of your own attorney. The final approval hearing at which the Court will be asked to approve the Settlement will be at [INSERT TIME] on DAY, MONTH, DATE, 2016, before the Hon. Avern Cohn, of the United States District Court, Eastern District of Michigan, [INSERT ADDRESS].

#### **C. Do Nothing**

If you want to participate in this settlement **DO NOTHING**. If you do nothing, *you will be bound by the Release and you will receive a settlement payment*. If you do not want to be bound by the Release, you must exclude yourself from the settlement by submitting the Exclusion Form (Yellow Form).

**D. No Retaliation**

Whether you exclude yourself from this settlement, object to this settlement or do nothing, you are protected by law from retaliation. MGM Grand Detroit does not tolerate or engage in retaliation.

**F. Contacting the Claims Administrator**

If you wish to contact the Claims Administrator, you can do so either by mail or telephone using the information in Paragraph 4 above. Please tell them you are contacting them regarding "Applebaum v. MGM Grand Detroit, LLC."

**5. EFFECT OF THE SETTLEMENT**

**A. Released Rights and Claims**

It is the desire of Named Plaintiff, all Class Members who have not excluded themselves, and MGM Grand Detroit, LLC, to fully, finally, and forever settle, compromise, and discharge the Released Claims. Upon the Settlement Approval and Dismissal Order becoming final and nonappealable, the Named Plaintiffs and each Class Member shall be bound by this Agreement as to the Released Claims, as defined above in section 3(C), and shall have recourse exclusively to the benefits, rights and remedies provided hereunder. In exchange for the consideration provided pursuant to this Agreement, Named Plaintiffs and each Class Member shall be deemed to have, and by operation of the Settlement Approval/Dismissal Order and Judgment shall have, fully, finally and forever released, relinquished and discharged MGM Grand Detroit and the Additional Releasees from the Released Claims.

**6. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in Courtroom [INSERT] of the United States District Court, Eastern District of Michigan, [INSERT ADDRESS] on [INSERT DAY, MONTH, DATE, 2016, at [INSERT TIME] to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees, reimbursement of costs, and the service payments to be paid to the Class Representatives and deposed parties. Class Counsel's preliminary application for attorney fees and reimbursement of costs is currently on file and available for review. Class Counsel's final application for attorney fees and reimbursement of costs will be on file with the Court no later than [INSERT DATE], and will be available for review after that date.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing unless you wish to argue an objection.**

**DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!**

**IF YOU ARE SEPARATELY REPRESENTED BY YOUR OWN COUNSEL,  
DO NOT CONTACT CLASS COUNSEL; HAVE YOUR ATTORNEY CONTACT CLASS COUNSEL**

**BY ORDER OF THE DISTRICT COURT**

CLASS PARTICIPANT NOTICE OF PROPOSED SETTLEMENT AND HEARING DATE FOR COURT APPROVAL